

**TOWN OF ARLINGTON
MASSACHUSETTS**

Bid #20-17

INVITATION FOR BID

**TURF TREATMENT/VARIOUS PLAYING FIELDS and MOUNT
PLEASANT CEMETERY**

SEALED bids, pursuant to the Uniform Procurement Act, Ch. 30B, are invited and will be received by the Town Manager, Town of Arlington, Massachusetts, until **11:00 A.M., Thursday, March 26, 2020** at the Office of the Town Manager, 730 Massachusetts Ave., Arlington, MA 02476, at which time and place they will be publicly opened and read for furnishing:

**TURF TREATMENT/VARIOUS PLAYING FIELDS and MOUNT
PLEASANT CEMETERY**

No bid will be accepted after time and date specified. Copies of the Invitation for Bid may be obtained at the Office of the Town Manager, 730 Massachusetts Ave, Arlington, MA 02476.

Proposals must be submitted on forms provided in a sealed envelope with the bidders name and address and marked:

**BID #20-17, TURF TREATMENT/VARIOUS PLAYING FIELDS and
MOUNT PLEASANT CEMETERY**

For further information please contact Teresa DeBenedictis, Deputy Director, Department of Public Works, at 781-316-3103.

The Town Manager reserves the right to accept or reject any or all bids, wholly or in part, and to make the award in the best interest of the Town of Arlington. The notification of the intent to award the bid will be made as soon as possible but no later than forty-five (45) days from date of the bid opening.

Adam Chapdelaine
Town Manager

March 11, 2020

GENERAL INFORMATION/BID SUBMISSION REQUIREMENTS

1. RECEIPT AND OPENING OF BIDS

The Town of Arlington, herein called the "Owner", invites sealed bids on the separate copies of Bid Forms furnished for that purpose, all blanks of which must be appropriately filled in. The Bound-in Bid Forms in the Contract Documents are for continuity and the convenience of bidders and are not to be detached from the Contract Documents, filled out or executed. Bids will be received by the Owner at the Town Manager's Office/Purchasing Dept., 730 Massachusetts Ave., Arlington, Massachusetts, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Town of Arlington; Town Manager's Office/Purchasing Dept. designated Bid **#20-17 Turf Treatment/Various Playing Fields and Mount Pleasant Cemetery.**

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

2. PREPARATION OF BIDS

Each bid must be submitted on the prescribed bid forms and accompanied by Non-Segregated Facilities form, the Non-Collusion Affidavit form, and all Additional Bid Requirements that are supplied to you in the Proposal Package. All blank spaces for bid prices must be filled in, with ink or typewriter in both words and figures, and all of the foregoing Certifications must be fully completed and executed when submitted. Each bid must be submitted in a sealed envelope bearing on the outside the name of bidder, his address and the name and contract number of the project for which the bid is submitted. If forwarded by mail, the sealed envelope addressed as specified above.

4. QUALIFICATIONS OF BIDDER

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

- A. Each bid **must include** evidence of Bidder's ability to complete the Work in accordance with the Contract Documents.
- B. Each Bid **must include** a list of:
 - 1. A comprehensive list of any and all citations and/or violations issued by regulatory agencies and/or judgments against bidder from a court of law.
 - 2. All assessed penalties or liquidated damages, and the project in which they occurred.
 - 3. Any and all contract terminations.
 - 4. A list of at least three references.
- C. Each Bid **must include** a list of the total number of supervisors and workers intended to be assigned to this project.

5. **BID SECURITY**

Each bid shall be accompanied by a certified check, treasurer's check or cashier's check issued by a responsible bank of five percent (5%) of the bid or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five percent (5%) of the bid, but in no event less than one hundred (\$100) dollars or more than fifty thousand (\$50,000.00) dollars. Checks and/or bid bond to be made payable to the Town of Arlington.

These checks will be returned to the unsuccessful bidder or bidders immediately upon the awarding of the contract and to the successful bidder upon the awarding of the contract and filing of the required documents as detailed below. Should any bidder fail to accept the award within seven (7) days of the award date, then the check may be retained as liquidated damages.

All bid deposits, except those of the three lowest responsible and eligible bidders, will be returned within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of the bid. The bid deposits of the three lowest responsible and eligible bidders will be returned upon the execution and delivery of the Contract, or if no award is made, upon the expiration of sixty (60) days, Saturdays, Sundays and legal holidays excluded, except that, if any bidder fails to perform his agreement to execute a Contract and furnish a Performance Bond and also a Labor and Materials Payment Bond as stated in his bid, his bid deposit shall become and be the property of the Town of Arlington as liquidated damages; provided that the amount of the bid deposit which becomes the property of the Town of Arlington shall not, in any event, exceed the difference between his bid price and the bid price of the next lowest responsible and eligible bidder; and provided further that, in case of death, disability or other unforeseen circumstances affecting the bidder, his bid deposit may be returned. The sixty (60) day time limit shall not be applicable to the next lowest bidder, without his consent, if the original award made within the time limit is invalidated.

6. **DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

The successful bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

7. **CONDITIONS OF WORK**

Each bidder **must** inform himself fully of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material, labor and equipment necessary to carry out the provisions of his contract

8. **ADDENDA AND INTERPRETATIONS**

No oral interpretation of the meaning of the, specification or other pre-bid documents will be made to any bidder. Every request for such interpretation shall be in writing addressed to **Teresa DeBenedictis, Deputy Director, Department of Public Works, 51 Grove Street, Arlington, MA 02476** and to be given consideration must be received at least five (3) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than two (2) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligations under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

9. **SECURITY FOR FAITHFUL PERFORMANCE**

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a Performance Bond in the amount of Twenty-five (25) percent of the total contract price. The surety on such bond or bonds shall be provided by a duly authorized surety company satisfactory to the Owner.

10. **LAWS AND REGULATIONS**

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

11. **METHOD OF AWARD - LOWEST QUALIFIED BIDDER**

The Town of Arlington intends to award the contract to *the responsive and responsible bidder offering the lowest total price for Year #1*. If at any time this contract is to be awarded, the lowest bid submitted by a responsive and responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the project, the contract will be awarded on an item-by-item basis and any or all accepted alternatives. If such bid exceeds such amount, the Owner may reject all bids.

Prior to awarding of the contract, the successful bidder or bidders must furnish the following documents to the Town of Arlington:

A. Performance Bond for 25% of the bid value based on estimated quantities.

B. Insurance Certificates indicating coverage for general liability, property damage, and workman's compensation as detailed within this invitation to bid. Town of Arlington must be named as additional insured for general liability and property damage.

The Contractor will not be permitted to either assign or underlet the contract, nor assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the Department of Public Works.

12. **CONTRACT OBLIGATION**

Any financial obligation of the Town is subject to an annual appropriation to cover the contract obligation.

13. **CONTRACT TERM**

The term of this contract will be April, 2020 and ending December 31, 2020. The Town of Arlington may extend the contract for an additional two (2) years in one (1) year increments at its sole discretion. Contract extension is subject to annual appropriation.

14. **PUBLIC SAFETY AND CONVENIENCE**

The Contractor's attention is directed to the fact that the work on this project is to be performed in TOWN properties which are utilized by pedestrians. He shall furnish, install, maintain, and move all warning devices, barricades, signs, flares, bridging materials, special apparel, and other safety measures and controls necessary for the protection of motorists, of pedestrians, and of his own personnel.

When, in the judgment of the Town of Arlington, construction operations constitute a hazard to traffic in the area, the Contractor may be required to suspend operations during certain hours.

15. **SALES TAX**

Materials and equipment purchased for permanent installation in the project will be exempt from the Massachusetts Sales and Use Tax. The exemption certificate number will be furnished to the Contractor. Each bidder shall take this exemption into account in calculating his bid work.

16. **NON-DISCRIMINATION IN EMPLOYMENT**

Contract for work under this proposal will obligate the contractors and subcontractors not to discriminate in employment practices.

Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract.

The successful bidder must be prepared to comply in all respects with the Contract Provisions regarding Equal Employment Opportunity, which are located in the Special Conditions section of these Contract Documents.

17. **INSURANCE**

GENERAL LIABILITY INSURANCE -- Contractor to supply the Town with certificates of insurance covering public liability in an amount not less than \$500,000, to any one person, and not less than \$1,000,000 on account on one accident.

PROPERTY DAMAGE INSURANCE -- Contractor to supply the Town certificates of insurance covering damage in an amount not less than 100,000, for damages on account of any one accident, and not less than \$300,000, for damages on account of all accidents.

COMPENSATION INSURANCE -- The Contractor shall furnish the Town with Certificates showing that all his employees who shall be connected with this work are protected under workman's compensation insurance policies.

The Contractor shall carry general liability insurance with an insurance company satisfactory to the Town so as to save the Town harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contract or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or any one in his employ during the execution of the contract.

Renewal certificates must be furnished by the Contractor prior to the expiration date of any of the initial insurances.

18. **SITE VISIT**

All bidders should perform site visits prior to bidding.

SCOPE OF WORK

- A. The work involved in Contract #xx-xx Turf Treatment/Various Playing Fields and Mount Pleasant Cemetery includes but is not necessarily limited to the tasks listed below. The work shall consist of furnishing all labor, equipment, and materials necessary to do the work of this Contract. The Contract is subject to appropriation of yearly funding pending appropriate authorization as voted by Town Meeting and approved by the Director of Public Works.
- B. Definition of Work to be performed:

Group 1: Town of Arlington Playing Fields (lot areas are estimates)

Bishop School Field-(Baseball/Soccer) (3.6 acres)	Location: Columbia Road
Buzzell Field (4 acres)	Location: Summer St. opp. Edgehill Rd.
Summer Street/Buck Field/Hills Hill (4.4 acres)	Location: Summer & Ryder Streets
Crosby Playground (Soccer field) (1 acre)	Location: Oxford & Winter Streets
Dallin School (Florence field) (4 acres)	Location: Florence Avenue
Hurd/Res Fields (2.5 acres)	Location: Drake Rd.
Magnolia Field (3.6 acres)	Location: Herbert Rd @Magnolia St
McClennen Fields (8 acres)	Location: Summer Street (Near Reed St.)
Menotomy Rocks Park-Rear Field (1 acres)	Location: Jason Street
Thompson School (N. Union Field) (3.5 acres)	Location: North Union Street
Ottoson School- (Baseball Field) (1.4 acres)	Location: Acton St.
Arlington High School: (practice soccer/baseball/softball fields)	Location: Mass Ave. at Schouler Ct.
Poets Corner Field (2 acres)	Location: Dow Ave
Robbins Farm Park (10 acres)	Location: Eastern Ave & Grandview
Scannell Field (1.8 acres)	Location: Linwood Street
Spy Pond Field (5 acres)	Location: Wellington Street
Spy Pond Park (1.1 acres)	Location: Linwood Street
Stratton School Field (1.3 acres)	Location: Pheasant Ave
Thorndike Field (7 acres)	Location: Margaret Street (east end)

The work consists of turf treatment at the above areas as follows: (DPW will mark irrigation heads as necessary upon receiving appropriate notice from the contractor)

Item 1:

A. Core aerate three times per year

Core aeration with 3/4" tines, 4 inches deep, 6"X6" pattern, (worn areas aerated twice)

B. Slice seed two times per year

Slice/seed in two to three directions at 250 LB seed/acre, using a 60:40 mixture of improved varieties of perennial ryegrasses and Kentucky bluegrasses

C. Overseed two times per year

Overseed/broadcast seed on wear areas of each field at 200 LB seed/acre, using a 60:40 mixture of improved varieties of perennial ryegrasses and Kentucky bluegrasses

D. Fertilize four times per year*

Apply 19-19-19 starter fertilizer at 1 LB nitrogen per 1,000 square feet

Apply fertilizer at 1.0 LB nitrogen/1,000 SF, 40% CRN (controlled release nitrogen)

Apply fertilizer at 1.0 LB nitrogen/1,000 SF, with 50% CRN

Apply fertilizer at 1.0 LB nitrogen, 2 LB potassium per 1,000 SF

All products applied with a Vicon spreader

E. Soil test twice per year

Obtain composite soil tests from each field. Submit samples for analysis to UMASS Soils Laboratory.

Item 2:

A. Deep tine aeration unit price per acre

Deep-tine aerate entire field at 6-10" depth, 3/4" tines at 5" spacing, with a Soil Reliever, Verti-Drain, or equivalent

Group 2: Town of Arlington Mount Pleasant Cemetery (62 Acres) (estimated)

The work consists of turf treatment of the above area as follows:

Item 1:

A. Fertilize three times per year* (with crabgrass and broadleaf control; one application to include grub control)

Apply 19-19-19 starter fertilizer at 1 LB nitrogen per 1,000 square feet

Apply fertilizer at 1.0 LB nitrogen/1,000 SF, 40% CRN (controlled release nitrogen)

Apply fertilizer at 1.0 LB nitrogen, 2 LB potassium per 1,000 SF

All products applied with a Vicon spreader

B. Soil test twice per year

Obtain composite soil tests. Submit samples for analysis to UMASS Soils Laboratory.

*** Fertilizer composition to be evaluated and adjusted based upon results of soil tests or at the direction of the Director of Public Works.**

QUALITY REQUIREMENTS

QUALIFICATIONS OF BIDDER:

1. Minimum five (5) years experience in similar work.
2. Contractor has successfully completed a contract for \$ 100,000.00 or more in last five years.
3. Has successfully completed a single contract for a similar number of playing fields.
4. Prior to bid items being awarded on this contract or purchase order, the contractor or vendor must provide the Town of Arlington the attached Bid Form, insurance liability, workmen's compensation, state tax compliance form, and non-collusion affidavit.
 - a) Vendor shall be available to commence work as soon as weather and ground conditions permit, as determined by the Department of Public Works.
 - b) All bidders shall have in their possession either by ownership or by a minimum three year lease agreement at the time of bidding, sufficient equipment in order to satisfactorily complete all work that is required under this contract.
 - c) Subcontracting on contract will not be permitted.

SITE REPORT:

The Contractor and the Department of Public Works Director or his designee shall meet and walk the site at the initiation of the program to determine the condition at the time of all lawn areas included within the limit of work and of any other related items covered in this section of the specifications.

NOTIFICATION OF HAZARD

The contractor shall notify the Department of Public Works Director or his designee immediately of any hazard or public safety issues in, on, or above the sites defined. Hazards shall be defined but not limited to ruts, holes, depressions, bumps, broken asphalt, broken concrete, loose sod, damaged walls, damaged buildings, damaged benches, damaged light fixtures or any other hazard that may cause bodily injury or inconvenience.

DAMAGES

Damage to any site or any Town Property or any private property by the Contractor shall be reported to the Department of Public Works immediately after the damage occurs and not at the end of the workday. If the Contractor causes damage to any irrigation system component, electrical installation, or other systems, it shall be the responsibility of the Contractor to repair said damage after a submittal, detailing parts to be used and approved by the Department of Public Works. Any damage found at any site by the Contractors employees at the start of the workday shall be reported to the Department of Public Works immediately.

KEY LIASON PERSON

The Contractor shall designate one person to be the main contact with the Town of Arlington and Department of Public Works. This person shall be the supervisor or foreman responsible for all crew functions and shall be accessible to the Department of Public Works by way of a pager or cell phone throughout the workday.

BID FORM

TO THE AWARDING AUTHORITY

- A. The undersigned proposes to furnish all labor and materials required for **Turf Treatment of Playing Fields and Mount Pleasant Cemetery, Arlington, MA** in accordance with accompanying specifications subject to additions and deductions according to the terms of the specifications.
- B. This bid includes addenda number: _____

AWARD TO BE MADE ON THE TOTAL PRICE FOR THE YEAR ONE (1) CONTRACT (APRIL 1, 2020 THRU DECEMBER 31, 2020). THE OPTION TO RENEW FOR A SECOND AND THIRD YEAR WILL BE AT THE SOLE DISCRETION OF THE TOWN OF ARLINGTON.

YEAR 1: April 1, 2020 – Dec. 31, 2020

GROUP 1

Item 1:

- A. Core Aerate \$ _____ times 3 = \$ _____
- B. Slice Seed \$ _____ times 2 = \$ _____
- C. Overseed \$ _____ times 2 = \$ _____
- D. Fertilize \$ _____ times 4 = \$ _____
- E. Soil Test \$ _____ times 2 = \$ _____

TOTAL BID PRICE:.....\$ _____

Item 2:

- A. \$ _____ /ACRE (Per acreage price for Deep-tine aeration)

GROUP 2

Item 1:

- A. Fertilize \$ _____ times 3 = \$ _____
- B. Soil Test \$ _____ times 2 = \$ _____

TOTAL BID PRICE:.....\$ _____

TOTAL PRICE YEAR 1: (GROUP 1 PLUS GROUP 2) \$ _____

BID FORM

TO THE AWARDING AUTHORITY

- A. The undersigned proposes to furnish all labor and materials required for **Turf Treatment of Playing Fields and Mount Pleasant Cemetery, Arlington, MA** in accordance with accompanying specifications subject to additions and deductions according to the terms of the specifications.
- B. This bid includes addenda number: _____

OPTION YEAR 2: March 2021 – Dec. 2021

GROUP 1

Item 1:

- A. Core Aerate \$ _____ times 3 = \$ _____
- B. Slice Seed \$ _____ times 2 = \$ _____
- C. Overseed \$ _____ times 2 = \$ _____
- D. Fertilize \$ _____ times 4 = \$ _____
- E. Soil Test \$ _____ times 2 = \$ _____

TOTAL BID PRICE:.....\$ _____

Item 2:

- A. \$ _____ /ACRE (Per acreage price for Deep-tine aeration)

GROUP 2

Item 1:

- A. Fertilize \$ _____ times 3 = \$ _____
- B. Soil Test \$ _____ times 2 = \$ _____

TOTAL BID PRICE:.....\$ _____

TOTAL PRICE YEAR 2: (GROUP 1 PLUS GROUP 2) \$ _____

BID FORM

TO THE AWARDING AUTHORITY

- A. The undersigned proposes to furnish all labor and materials required for **Turf Treatment of Playing Fields and Mount Pleasant Cemetery, Arlington, MA** in accordance with accompanying specifications subject to additions and deductions according to the terms of the specifications.
- B. This bid includes addenda number: _____

OPTION YEAR 3: March 2022 – Dec. 2022

GROUP 1

Item 1:

- A. Core Aerate \$ _____ times 3 = \$ _____
- B. Slice Seed \$ _____ times 2 = \$ _____
- C. Overseed \$ _____ times 2 = \$ _____
- D. Fertilize \$ _____ times 4 = \$ _____
- E. Soil Test \$ _____ times 2 = \$ _____

TOTAL BID PRICE:.....\$ _____

Item 2:

- A. \$ _____ /ACRE (Per acreage price for Deep-tine aeration)

GROUP 2

Item 1:

- A. Fertilize \$ _____ times 3 = \$ _____
- B. Soil Test \$ _____ times 2 = \$ _____

TOTAL BID PRICE:.....\$ _____

TOTAL PRICE YEAR 3: (GROUP 1 PLUS GROUP 2) \$ _____

BID FORM (Continued)

The undersigned agrees that, if selected as the Contractor for the above bid items, he shall be obligated to provide those services in accordance with the terms of these specifications at the bid price upon receipt of a Purchase Order signed by the Awarding Authority.

Authorized Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Address: _____ Zip Code: _____

Telephone Number: _____

Contact Person: _____ Date: _____

Email: _____

AUTHENTICATION

The undersigned agrees that, if selected as the contractor for any or all of the above bid items, he shall be obligated to provide those services in accordance with the terms of these specifications at the bid price upon receipt of a Purchase Order signed by the Awarding Authority.

AUTHORIZED SIGNATURE_____

PRINT NAME_____

TITLE_____

COMPANY NAME_____

ADDRESS_____ **ZIP CODE**_____

TELEPHONE NO._____

CONTACT PERSON_____

DATE SIGNED_____

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

**Signature of person signing bid
or proposal**

Name of Business

TAX COMPLIANCE SHEET

NAME OF BIDDER_____

ADDRESS _____

TELEPHONE NO._____

SIGNATURE OF RESPONSIBLE OFFICER_____

TITLE OF RESPONSIBLE OFFICER_____

DATE_____

Pursuant to M.G.L. c. 62C, Sec. 49A, I certify under the penalties of perjury that, to my best knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

**Social Security Number or
Federal Identification Number**

**Signature of Individual or
Corporate Name**

**Corporate Office
(if applicable)**

REFERENCE FORM

Bidder: _____

IFB Title: _____

Bidder must provide references for all contracts performed within the past two (2) years that are similar in size and scope of this project.

Reference:

Address:

Contact:

Phone:

Fax:

Description and date(s) of supplies and/or services provided:

Reference:

Address:

Contact:

Phone:

Fax:

Description and date(s) of supplies and/or services provided:

Reference:

Address:

Contact:

Phone:

Fax:

Description and date(s) of supplies and/or services provided:

Attach additional sheets if necessary.